



75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8720 • (fax) 770.822.8735

**gwinnettcounty**

April 10, 2014

INVITATION TO BID  
BL039-14

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified bidders for the **Sale of Surplus Land located on Green Pointe Parkway and Jones Mills Road** for the Department of Support Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the BL# and Bidders Name or Company Name. Bids will be received until 2:50 P.M. local time on **Thursday, May 8, 2014** at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

Questions regarding **property** details should be directed to Jerry Moore, Real Estate Specialist, at [Jerry.moore@gwinnettcounty.com](mailto:Jerry.moore@gwinnettcounty.com) or by calling 770-822-8016.

Questions regarding bid submissions should be directed to Steven Murray, CPPB, Purchasing Associate III, at [steven.murray@gwinnettcounty.com](mailto:steven.murray@gwinnettcounty.com) or by calling 770-822-8722.

Bids are legal and binding upon the bidder when submitted.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the bidder submitting the **highest** responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the highest responsive, responsible bidder(s) at its discretion.

We look forward to your bid and appreciate your interest in Gwinnett County.

Steven Murray, CPPB  
Purchasing Associate III

The following pages **should** be returned in duplicate as your bid:

Bid Schedule, Page 2  
Code of Ethics Affidavit, Page 3



**This Page Should Be Returned As Your Bid**

**BID SCHEDULE**

Property on Green Pointe Parkway and Jones Mills Road Tax Map Reference: 6281-044	<b>PRICE FOR PROPERTY</b>
	\$ _____
Sale will be to the highest responsible bidder, <b>for a price not less than the appraised value of \$210,000.00</b> in accordance with O.C.G.A. 36-9-3 and upon recommendation of the user department. A copy of the appraisal will be available upon request.	

Property will be sold by "Quit Claim Deed". Documents will be executed between the successful bidder and Gwinnett County. Successful bidder must close on property within 60 days of the Notice to Award.

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Bidders Legal Name (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett County? (If applicable) Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

- Successful bidder must close on the property within 60 days.
- Bidder should indicate if they are a cash buyer or plan to finance the property.
- Bidder must submit Proof of Funds when submitting sealed bid (bank statement with account number blacked-out, prequalification letter etc.)
- If the Bidder plans to finance the property, the bidder must include:  
 Prequalification letter  
 Loan program (Conventional, FHA, 203K, etc.)  
 Lender contact information

Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director.



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Bid # & Description: BL039-14; Sale of Surplus Land located on Green Pointe Parkway and Jones Mills Road

**CODE OF ETHICS AFFIDAVIT**

***(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)***

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. \_\_\_\_\_  
(Company Submitting Bid/Proposal)

2. (Please check  one box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

\_\_\_\_\_  
Gwinnett County Elected Official Name

4. \_\_\_\_\_ Sworn to and subscribed before me this

BY: \_\_\_\_\_  
Authorized Officer or Agent Signature

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

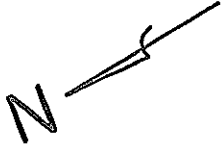
(seal)



Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its' entirety at [www.gwinnettcountry.com](http://www.gwinnettcountry.com)

gwinnettcountry

S 19° 29' 43" W  
 ARC. 127.08'  
 CHD. 126.31'  
 RAD. 340.00'



S 30° 12' 00" W  
 26.66'

BAY COLONY DR. (80' R/W)

S 68° 35' 16" E  
 39.62'

S 30° 12' 00" W  
 15.66'

50' UNDISTURBED BUFFER  
 AS PER RESTRICTIVE  
 COVENANTS.

PROPOSED 10' SAN. SEWER  
 EASEMENT (SEE SAN. SEWER  
 EASEMENT PLAT FOR DETAILS)

S 32° 02' 56" E  
 ARC. 54.32'  
 CHD. 44.25'  
 RAD. 25.00'

50' BUILDING LINE

RIGHT OF WAY FOR  
 JONES MILL ROAD  
 RECORDED IN DEED  
 BOOK 863 PAGE 221.

S 64° 22' 41" E  
 ARC. 106.98'  
 CHD. 106.93'  
 RAD. 997.70'

50' BUILDING LINE

AREA = 2.446 ACRES

50' UNDISTURBED BUFFER  
 AS PER RESTRICTIVE COVENANTS

20' BUILDING LINE

321.44'

EXIST. STREAM

50' CONSTRUCTION  
 EASEMENT

S 61° 18' 16" E  
 199.25'

JONES MILL RD. (80' R/W)

N 30° 00' 45" E  
 180.41'

N 30° 17' 00" E  
 120.00'

20' PERMANENT  
 DRAINAGE  
 EASEMENT

100'

R<sub>1</sub>  
 ZONED

R<sub>1</sub>  
 ZONED



STANDARD SURVEY NOTES:

- 1.) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 70,118 FEET AND AN ANGULAR ERROR OF 0.96 SEC. PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
- 2.) THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 91,144 FEET.
- 3.) THE MEASUREMENTS FOR FIELD DATA, USED IN PREPARING THIS PLAT WERE TAKEN BY A DISTANCE MEASURING DEVICE READING TO THE NEAREST THOUSANDTHS OF A FOOT AND A THEODOLITE READING TO THE NEAREST SECOND.

REVISED: 6/5/89 ADDED EASEMENTS  
 INFORMATION  
 REVISED: 7/5/89 ADDED TIE.

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

*Nelson F. Doell*



Urban Engineers, Inc.

SUITE 100, 1504 MORFÉ & DRIVE, N.E.  
 (404) 875-5874

ATLANTA, GEORGIA 30316

SURVEY OF PROPERTY  
 FOR  
 GWINNETT COUNTY FIRE SERVICE  
 FIRE STATION #21

DRAWING NO.

LAND LOT 281  
 DISTRICT 618  
 COUNTY GWINNETT

1" = 80'

DATE: 11/16/89

JOB NO: 84-89

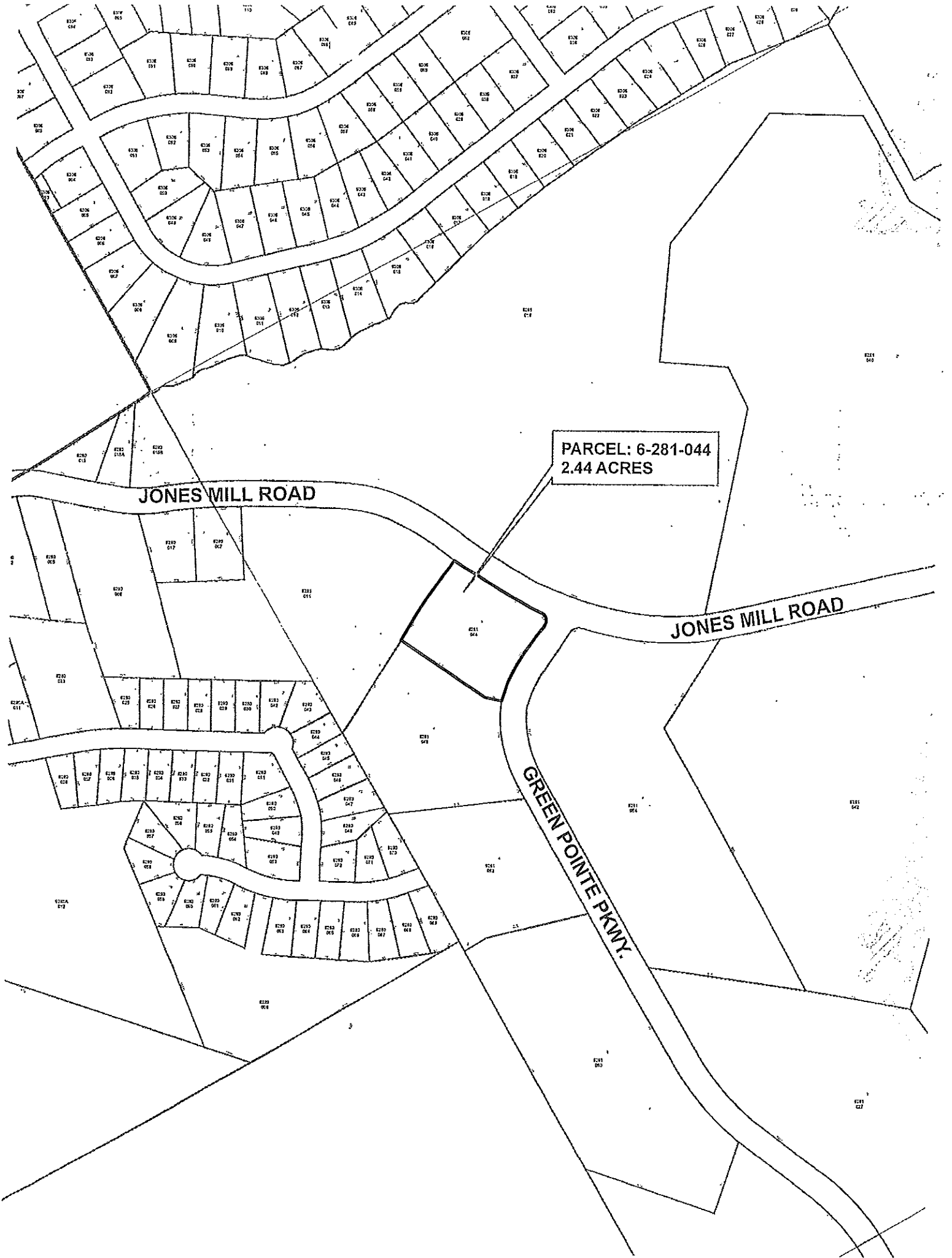
## LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 281 of the 6th District of Gwinnett County, Georgia and being more particularly described as follows:

Commence at the intersection of the extended southern right-of-way of Jones Mill Road (80-foot right-of way) and the extended southwestern right-of-way of Bay Colony Drive (80-foot right-of-way), thence South 30 degrees, 12 minutes, 00 seconds West a distance of 26.66 feet to a point, said point being the TRUE POINT-OF-BEGINNING.

Thence along the southwestern right-of-way of Bay Colony Drive, South 30 degrees, 12 minutes, 00 seconds West a distance of 151.68 feet; thence continuing along said right-of-way on a curvature to the left, an arc distance of 127.05 feet to a point, said arc being subtended by a chord bearing of South 19 degrees, 29 minutes, 43 seconds West and having a chord distance 126.31 feet and a radius of 340.00 feet; thence North 81 degrees, 12 minutes, 34 seconds West a distance of 50.00 feet to a point, thence North 59 degrees, 42 minutes, 53 seconds West a distance of 321.44 feet to a point; thence North 30 degrees, 17 minutes, 00 seconds East a distance of 120.00 feet to a point; thence North 30 degrees, 00 minutes, 45 seconds East a distance of 180.41 feet to a point on the southern right-of-way of Jones Mill Road; thence along said right-of-way South 61 degrees, 18 minutes, 16 seconds East a distance of 199.25 feet to a point; thence continuing along said right-of-way on a curvature to the left an arc distance of 106.98 feet, said arc being subtended by a chord bearing of South 64 degrees, 22 minutes, 41 seconds East and having a chord distance of 106.93 feet and a radius of 997.70 feet; thence along a curvature to the right connecting the southern right-of-way of Jones Mill Road with the southwestern right-of-way of Bay Colony Drive an arc distance of 54.32 feet to a point, said arc being subtended by a chord bearing of South 32 degrees, 02 minutes, 56 seconds East and having a chord distance of 44.25 feet and a radius of 25.00 feet, said point being the TRUE POINT-OF-BEGINNING.

Said tract or parcel of land containing 2.446 acres, more or less and being shown on a Survey of Property for Gwinnett County Fire Services, Fire Station #21 by Urban Engineers, Inc. dated 11-16-88, last revised 7-5-89.



PARCEL: 6-281-044  
2.44 ACRES

JONES MILL ROAD

JONES MILL ROAD

GREEN POINTE PKWY.

JONES MILL ROAD

2.44+/- acres

ASHLEY RUN APARTMENTS

ASHLEY

GREEN POINTE PARKWAY

MNR  
PROPERTIES, INC.

PARK TRAIL

**SUMMARY APPRAISAL**  
**GREEN POINTE PARKWAY AT JONES MILL ROAD,**  
**PIN NUMBER R6281 044**  
**PEACHTREE CORNERS, GWINNETT COUNTY, GEORGIA**

**DATE: MARCH 17, 2014**

**Appraisal by: Alex B. Rubin, MAI**

**ALEX RUBIN & COMPANY**  
**6185 Crooked Creek Road - Suite 200**  
**Norcross, Georgia 30092**

**File No.: 1564GREE**



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**EXECUTIVE SUMMARY**

<b>PROJECT NAME:</b>	N/A
<b>PROJECT NUMBER:</b>	N/A
<b>PROPERTY OWNER(S):</b>	Gwinnett County
<b>TAX PARCEL NUMBER:</b>	R6281 044 Green Pointe Parkway at Jones Mill Road, Peachtree Corners, Gwinnett County, Georgia 30360
<b>INSPECTION DATE:</b>	March 17, 2014
<b>REPORT DATE:</b>	March 21, 2014
<b>EFFECTIVE DATE:</b>	March 17, 2014
<b>PERMANENT EASEMENT SIZE:</b>	N/A
<b>PERMANENT EASEMENT VALUE:</b>	N/A
<b>TEMPORARY EASEMENT SIZE:</b>	N/A
<b>TEMPORARY EASEMENT VALUE:</b>	N/A
<b>SITE IMPROVEMENTS VALUE:</b>	N/A
<b>CONSEQUENTIAL DAMAGES:</b>	N/A
<b>TOTAL VALUE:</b>	\$210,000
<b>HIGHEST &amp; BEST USE:</b>	Light Industrial
<b>(a) Current Zoning -</b>	M1, Light Industry District
<b>(b) Current Use -</b>	Light Industry
<b>(c) Future Land Use Plan -</b>	Light Industry
<b>(d) Current Use of Surrounding Properties -</b>	Light Industry, Single-Family Residential and Multi-Family Residential

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**IDENTIFICATION OF PROPERTY**

The property appraised consists of a 2.446± acres (per Urban Engineers, Inc. survey) 106,547.76± square feet of land being located on the southwestern corner of Green Pointe Parkway ( FKA Bay Colony Drive) and Jones Mill Road, within Bay Colony/Gwinnett Industrial Park. Frontage includes approximately 199.25± linear feet on Jones Mill Road and 161.69± linear feet on Green Pointe Parkway. The subject property is further identified as tax parcel number R6281-044. The subject is located in Land Lot 281 of the 6<sup>th</sup> District of Gwinnett County Georgia and is currently vacant land.

**REAL PROPERTY INTEREST BEING APPRAISED**

The market value of the entire fee simple interest.

**PURPOSE AND INTENDED USE OF THE APPRAISAL**

The purpose of this appraisal is to estimate the Market Value of the real estate, as of March 17, 2014, the most recent date of viewing, subject to the “Limiting Conditions and Assumptions” contained herein.

“Market Value” is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions of sale whereby:

- i. Buyer and seller are typically motivated;
- ii. Both parties are well informed or well advised and are acting in what they consider their own best interests;
- iii. A reasonable time is allowed for exposure in the open market;
- iv. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- v. The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 5<sup>th</sup> Edition, by the Appraisal Institute, 2010.

**EFFECTIVE DATE OF APPRAISAL -            March 17, 2014**

**DATE OF REPORT -                                March 21, 2014**

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## SCOPE OF THE APPRAISAL

The scope of the appraisal is the extent of the process of collecting, confirming, and reporting the data utilized in connection with the analysis of the subject property. The scope of the work performed in this appraisal assignment includes the definition of the appraisal problem; viewing of the property being appraised; consideration of the highest and best use of the land and property as vacant; collection, verification and analysis of data which leads to the completion of the sales comparison approach to value as of the effective date of appraisal.

Appraisers typically use three approaches in valuing real property. The type and age of the property and the quantity and quality of data affect the applicability of each approach in a specific appraisal problem. The three approaches are commonly known as (1) the Cost Approach, wherein the value of the land as if vacant is added to the depreciated value of the improvements; (2) the Income Approach, wherein the net income imputable to the property is calculated and then capitalized into value, using an overall rate or other capitalization methods considered representative of the market place; and (3) the Sales Comparison Approach, wherein the appraiser researches the market for sales data considered highly comparable and significant to the property being appraised.

In this instance, the Sales Comparison approach to value briefly outlined above will be utilized in the appraisal of the subject property.

The appraiser(s)

- a) did view the subject property to note the characteristics of the property that are relevant to its valuation;
- b) did investigate available market data for use in a sales comparison approach to value and, if appropriate, cost and income capitalization approaches.  
The appraiser's investigations will include research of public records through the use of commercial sources of data such as printed comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, types of properties, and distances for the subject will start with relatively narrow constraints and, if necessary, be expanded until the appraiser has either retrieved data sufficient (in the appraiser's opinion) to estimate market value, or until the appraiser believes that he or she has reasonably exhausted the available pool of data. Researched sales data will be viewed and, if found to be appropriate, efforts will be made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers, or agents. At the appraiser's discretion, some data will be used without personal verification if, in the appraiser's opinion the data appears to be correct. In addition, the appraiser will consider any appropriate listings or properties found through observation during appraiser's data collection process. The appraiser will report only the data deemed to be pertinent to the valuation problem;
- c) did analyze the data found and reach conclusions regarding the market value, as defined in the report, of the subject property as of the date of value using appropriate valuation approach(es) identified above;
- d) did prepare the appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute;

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- e) will not be responsible for ascertaining the existence of any toxic waste or other contamination present on or off the site. The appraiser will, however, report any indications of toxic waste or contaminants that may affect value if they are readily apparent during appraiser's investigations. Appraiser cautions the user of the report that appraiser is not expert in such matters and that appraiser may overlook contamination that might be readily apparent to parties who are experts in such matters.
  - f) did prepare an Appraisal Report, as defined in USPAP, which will include a summary of the subject market/neighborhood, a summary of the site and improvements, zoning, a summary of the highest and best use analysis, a summary of the most important sales used in the appraiser's valuation, a reconciliation and conclusion, a map illustrating the sales in relationship to the subject property, photographs of the subject property, and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in appraiser's files.

**EXTRAORDINARY ASSUMPTIONS (if any) - N/A**

**HYPOTHETICAL CONDITIONS (if any) - N/A**

#### **FUNCTION OF THE APPRAISAL**

The function of this appraisal is to assist the client with internal decisions.

#### **HIGHEST AND BEST USE**

"Highest and Best Use" of a property is defined as "that logical, legal and most probable use which will yield the greatest net income to the land over a sustained period of time. It is also that available use or program of probable future utilization which produces the highest present land value."

Four criteria must be evaluated in estimating highest and best use. They are: (1) physically possible, (2) legally permissible, (3) economically feasible, and (4) maximally productive.

#### **BEFORE AS VACANT**

**Physically Possible:** The size and shape of the site is suitable for development. The topography, drainage, and other physical characteristics are assumed to be suitable for development. All utilities are available or located nearby which would allow development.

**Legal:** The subject is in an area of industrial zoning. The current zoning (M-1, Light Industry District) allows for light industrial development.

**Economically Feasible and Profitable:** Light industrial development appears feasible due to favorable market conditions and the quality and upkeep of developments in the area. A form of the highest and best use of the subject, as vacant, is for development with a future industrial type use.

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**BEFORE AS IMPROVED**

N/A

**PROPERTY DATA****Land Description**

The subject parcel is rectangular shaped site, consists of 2.446± acres of land being located on the southwestern corner of Green Pointe Parkway and Jones Mill Road. Topographically, the parcel is generally level with gently rolling topography. According to FEMA Community Panel Number 13135C0080F (Effective Date: September 29, 2006), the subject property is not located within a flood hazard area.

**Improvements Description**

N/A

**Title History**

To the best of the appraiser's knowledge the last known transaction was on July 10, 1989 between Bay Colony Property Company and Gwinnett County. Gwinnett County currently owns this subject parcel.

The title history is located on the following page:

	Most Recent Transaction
Grantor:	Bay Colony Property Company
Grantee:	Gwinnett County
Deed Book/Page:	5563 / 133
Sale Date:	July 10, 1989
Consideration:	N/A
Price/Unit:	N/A
Financing:	N/A
Zoning at Sale:	M-1, Light Industry District
Verification:	Deed
Conditions of Sale:	Unknown
Highest and Best Use at Sale:	Light Industry
Total Area (land/building):	2.446± acres

It is noted that we have not performed a formal title search as done by attorneys. We recommend a formal title search to be performed by a qualified attorney, should a legal title history be desired.

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## **VALUATION PROCEDURE**

In the appraisal of the subject property, the appraiser has utilized the sales comparison approach to value. Neither the Cost Approach nor the Income Approach were utilized due to the subject being vacant land.

The Sales Comparison Approach involves a comparison of similar properties made on the basis of the sale price per acre of land.

The subject is valued as light industrial land and therefore, industrial land sales were utilized. The subject property is not improved. The Sales Comparison Approach is the only approach employed.

## **SALES COMPARISON APPROACH**

### **LAND VALUATION**

During our research, we collected data relating to the sales of several sites considered reasonably comparable to the subject property. During our research we found only one recent arm's length sale in Gwinnett County. Therefore, research was extended to other similar areas. The comparables were all located in the general areas with economic characteristics similar to the subject neighborhood. The confirmed sale dates ranged from May 2013 to February 2014. A brief summary is as follows.

#### **Summary of Land Sales**

<u>Sale No.</u>	<u>Location</u>	<u>Date</u>	<u>Sale Price</u>	<u>Acreage</u>	<u>\$/AC</u>
1	2155-2165 Oakland Industrial Court	05/22/13	\$150,000	2.02±	\$74,257
2	2440 Pendley Road	12/05/13	\$297,850	2.586±	\$115,178
3	5810 New Peachtree Road	02/06/14	\$200,000	2.22±	\$90,090
4	405 Tidwell Drive	06/18/13	\$400,000	3.00±	\$133,333

**Land Sale 1** is a 2.02± acres site, which sold May 22, 2013, for \$150,000 or \$74,257 per acre. No time adjustment is made. Size, location, topography, zoning, exposure, utilities availability, shape and overall functional utility are similar to the subject. Overall, a zero adjustment was considered. The adjusted price should be about \$74,257 per acre.

**Land Sale 2** is a 2.586± acres site, which sold December 5, 2013, for \$297,850 or \$115,178 per acre. No time adjustment is made. Size, location, topography, zoning, exposure, utilities availability, shape and overall functional utility are similar to the subject. Overall, a zero adjustment was considered. The adjusted price should be about \$115,178 per acre.

**Land Sale 3** is a 2.22± acres site, which sold February 6, 2014, for \$200,000 or \$90,090 per acre. No time adjustment is made. Size, location, topography, zoning, exposure, utilities availability, shape and overall functional utility are similar to the subject. Overall, a zero adjustment was considered. The adjusted price should be about \$90,090 per acre.

**Land Sale 4** is a 3.00± acres site, which sold June 18, 2013, for \$400,000 or \$133,333 per acre. No time adjustment is made. Size, topography, zoning, exposure, utilities availability, shape and overall functional utility are similar to the subject. A downward adjustment is made for location. Overall, a downward adjustment was considered. The adjusted price should be below \$133,333 per acre.

**LAND SALES ADJUSTMENT GRID**

	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>	<u>Sale 4</u>
<b>Date Sold</b>	05/13	12/13	02/14	07/13
<b>Price</b>	\$150,000	\$297,850	\$200,000	\$400,000
<b>Size (Acres)</b>	2.02±	2.586±	2.22±	3.00±
<b>Price/Acre</b>	<b>\$74,257</b>	<b>\$115,178</b>	<b>\$90,090</b>	<b>\$133,333</b>
<b>Condition of Sale</b>	0	0	0	0
<b>Time (Market Conditions)</b>	0	0	0	0
<b>Location</b>	0	0	0	-
<b>Size</b>	0	0	0	0
<b>Shape</b>	0	0	0	0
<b>Zoning</b>	0	0	0	0
<b>Utilities</b>	0	0	0	0
<b>Net Adjustment</b>	0	0	0	-
<b>OVERALL ADJUSTMENT</b>	<b>Zero</b>	<b>Zero</b>	<b>Zero</b>	<b>Down</b>

The land sales for the subject range from \$74,111 to \$133,333 pre acre. After considering all comparable data, it is our opinion that the market value of subject land is reasonably estimated at \$85,000 per acre.

Total Value of Land:

2.446± Acres @ \$85,000/Acre = \$207,910

ROUNDED = \$210,000

**Value of Acquisition (Permanent Sanitary Sewer Easement):**

N/A

**Value of Temporary Construction Easement:**

N/A

**Consequential Damages:**

N/A

**5-Step Process****(Parcel No. R6281-044 – Gwinnett County)****Value of Whole**

Land:

**\$210,000****Value of Acquisition (Permanent Sanitary Sewer Easement):****Value of Remainder (Before Acquisition):****Value of Remainder (After Acquisition):****Consequential Damages: (real estate only)      \$ 0****Cost to Cure: \***

N/A

**Value of Temporary Construction Easement:****Total Estimate -****Total Property Value****\$210,000**


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Alex B. Rubin, MAI  
Georgia Certified Real Estate Appraiser (004920)



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# **ADDENDA**

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**TAX PARCEL MAP**



Tax Parcel No. R6281-044

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**AERIAL VIEW**



Tax Parcel No. R6281-044

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**PHOTOGRAPHS OF SUBJECT PROPERTY**



Street scene looking North along Green Pointe Parkway  
Subject on Left



Street scene looking South along Green Pointe Parkway  
Subject on Right

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**PHOTOGRAPHS OF SUBJECT PROPERTY**



Street scene looking West along Jones Mill Road  
Subject on Left



Street scene looking East along Jones Mill Road  
Subject on Right

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**PHOTOGRAPHS OF SUBJECT PROPERTY**



Typical view of subject



Typical view of subject

TRANSFERRING DEED

Return to  
Wanda Howard  
Laws Dept

BOOK 5563 PAGE 133

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

1989 JUL 13 PM 4: 22

GARY R. YATES, CLERK

LIMITED WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF GWINNETT

THIS INDENTURE made this 10<sup>th</sup> day of July, in the year of our Lord One Thousand, Nine Hundred and Eighty Nine, between Bay Colony Property Company, Inc., a Delaware corporation, as party of the first part and Gwinnett County, Georgia, a political subdivision of the State of Georgia and County of Gwinnett, as party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Other Valuable Consideration and Ten and no/100 (\$10.00) Dollars in hand paid at and before the sealing and delivery of these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following property ("Property"):

All that tract or parcel of land lying and being in Land Lot 281 of the 6th District of Gwinnett County, Georgia, containing 2.446 acres, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. This conveyance is made subject to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of them, the said party of the second part, its successors and assigns forever, IN FEE SIMPLE.

And, except as to those matters set forth on Exhibit B the said party of the first part, for its successors and assigns will warrant and forever defend the right and title to the Property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons by, through or under said party of the first part, but not otherwise.

IN WITNESS WHEREOF, that the said party of the first part has hereunto set its hand and affixed its seal the day and year above written.

Signed, sealed and delivered  
in the presence of:

BAY COLONY PROPERTY COMPANY, INC.

*Wanda L. Parsons*  
Unofficial Witness

By: *[Signature]* (SEAL)

*Thomas Lee Callison*  
Notary Public

Attest: *[Signature]* (SEAL)  
Title: *Secretary*



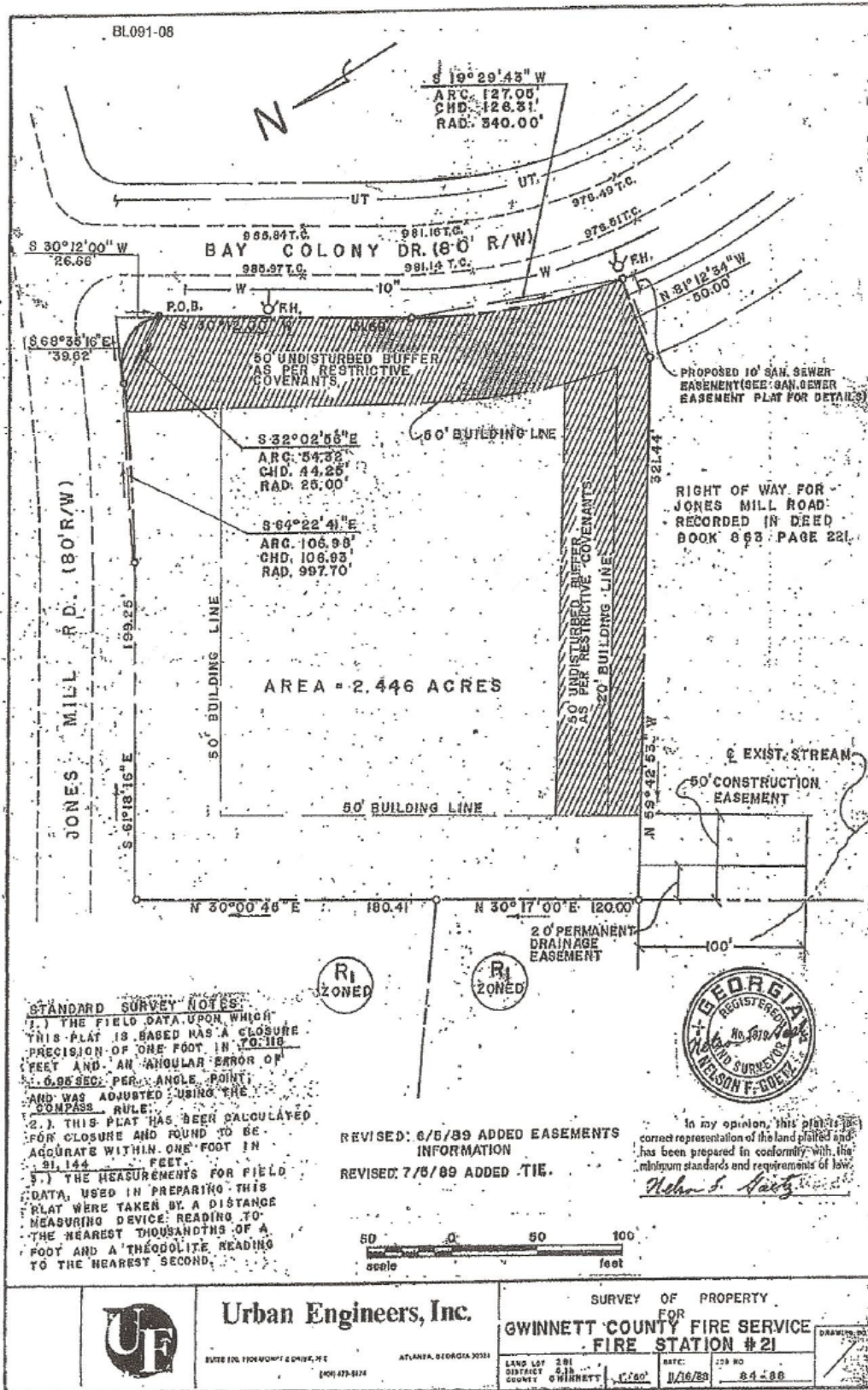
MY COMMISSION EXPIRES  
JUNE 18, 1993

GWINNETT CO. GEORGIA  
REAL ESTATE TRANSFER TAX

*None*  
Date *7-13-89*  
*[Signature]*  
Clerk of Superior Court

43494

# SURVEY



**STANDARD SURVEY NOTES:**  
 1.) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 70,118 FEET AND AN ANGULAR ERROR OF 6.98 SEC. PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.  
 2.) THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 91,144 FEET.  
 3.) THE MEASUREMENTS FOR FIELD DATA USED IN PREPARING THIS PLAT WERE TAKEN BY A DISTANCE MEASURING DEVICE READING TO THE NEAREST THOUSANDTHS OF A FOOT AND A THEODOLITE READING TO THE NEAREST SECOND.

R<sub>1</sub>  
ZONED

REVISED: 6/6/89 ADDED EASEMENTS INFORMATION  
 REVISED: 7/5/89 ADDED .TIE.



In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.  
*Nelson F. Gault*



**Urban Engineers, Inc.**

SUITE 100, 1104 MONROE & DRIVE, N.E. ATLANTA, GEORGIA 30329  
 (404) 478-8174

SURVEY OF PROPERTY  
 FOR  
**GWINNETT COUNTY FIRE SERVICE  
 FIRE STATION #21**

LAND LOT 281 DISTRICT 6, 15 COUNTY GWINNETT, 11/16/89, 84-88





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**NEIGHBORHOOD DEMOGRAPHIC INFORMATION**



## Market Profile - Appraisal Version

1564GREE  
Rings: 1, 3, 5 mile radii

Prepared by Alexander Rubin  
Latitude: 33.946022  
Longitude: -84.261967

	1 mile	3 miles	5 miles
<b>Population Summary</b>			
2000 Total Population	13,691	69,454	210,913
2010 Total Population	12,227	69,523	221,970
2013 Total Population	12,696	72,189	227,150
2013 Group Quarters	0	38	343
2018 Total Population	13,716	77,641	240,997
2013-2018 Annual Rate	1.56%	1.47%	1.19%
<b>Household Summary</b>			
2000 Households	5,954	27,162	78,648
2000 Average Household Size	2.29	2.52	2.66
2010 Households	4,939	26,471	82,802
2010 Average Household Size	2.48	2.62	2.68
2013 Households	5,076	27,307	84,338
2013 Average Household Size	2.50	2.64	2.69
2018 Households	5,455	29,365	89,518
2018 Average Household Size	2.51	2.64	2.69
2013-2018 Annual Rate	1.45%	1.46%	1.20%
2010 Families	2,887	17,223	53,166
2010 Average Family Size	3.14	3.18	3.25
2013 Families	2,936	17,617	53,719
2013 Average Family Size	3.18	3.21	3.28
2018 Families	3,124	18,800	56,672
2018 Average Family Size	3.22	3.23	3.29
2013-2018 Annual Rate	1.25%	1.31%	1.08%
<b>Housing Unit Summary</b>			
2000 Housing Units	6,082	28,157	81,981
Owner Occupied Housing Units	28.8%	47.8%	51.7%
Renter Occupied Housing Units	69.1%	48.6%	44.3%
Vacant Housing Units	2.1%	3.5%	4.1%
2010 Housing Units	5,708	29,299	91,448
Owner Occupied Housing Units	28.9%	48.0%	48.1%
Renter Occupied Housing Units	57.6%	42.4%	42.4%
Vacant Housing Units	13.5%	9.7%	9.5%
2013 Housing Units	5,658	29,471	92,475
Owner Occupied Housing Units	27.9%	46.4%	45.9%
Renter Occupied Housing Units	61.9%	46.2%	45.3%
Vacant Housing Units	10.3%	7.3%	8.8%
2018 Housing Units	5,854	31,120	96,678
Owner Occupied Housing Units	29.4%	47.6%	47.3%
Renter Occupied Housing Units	63.7%	46.8%	45.3%
Vacant Housing Units	6.8%	5.6%	7.4%
<b>Median Household Income</b>			
2013	\$38,959	\$53,881	\$56,596
2018	\$42,664	\$66,631	\$72,345
<b>Median Home Value</b>			
2013	\$232,441	\$280,324	\$271,516
2018	\$248,812	\$284,115	\$278,116
<b>Per Capita Income</b>			
2013	\$23,554	\$32,072	\$32,518
2018	\$26,710	\$37,149	\$38,042
<b>Median Age</b>			
2010	30.8	34.0	33.3
2013	30.8	34.2	33.8
2018	30.5	34.6	34.3

**Data Note:** Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

March 20, 2014



## Market Profile - Appraisal Version

1564GREE  
Rings: 1, 3, 5 mile radii

Prepared by Alexander Rubin  
Latitude: 33.946022  
Longitude: -84.261967

	1 mile	3 miles	5 miles
<b>2013 Households by Income</b>			
Household Income Base	5,076	27,307	84,338
<\$15,000	12.1%	9.2%	8.8%
\$15,000 - \$24,999	18.0%	12.4%	11.0%
\$25,000 - \$34,999	14.7%	11.7%	10.9%
\$35,000 - \$49,999	15.7%	13.1%	13.2%
\$50,000 - \$74,999	18.1%	16.8%	17.4%
\$75,000 - \$99,999	5.7%	8.7%	9.7%
\$100,000 - \$149,999	8.3%	12.6%	12.7%
\$150,000 - \$199,999	4.4%	6.2%	7.2%
\$200,000+	3.1%	9.2%	8.9%
Average Household Income	\$59,371	\$85,264	\$87,025
<b>2018 Households by Income</b>			
Household Income Base	5,455	29,365	89,518
<\$15,000	12.3%	8.7%	8.1%
\$15,000 - \$24,999	14.5%	9.4%	8.2%
\$25,000 - \$34,999	14.7%	11.2%	10.3%
\$35,000 - \$49,999	14.4%	11.2%	11.1%
\$50,000 - \$74,999	15.1%	13.0%	13.3%
\$75,000 - \$99,999	8.9%	13.0%	14.1%
\$100,000 - \$149,999	11.6%	16.9%	16.6%
\$150,000 - \$199,999	4.9%	7.1%	8.6%
\$200,000+	3.5%	9.6%	9.6%
Average Household Income	\$67,687	\$98,790	\$101,790
<b>2013 Owner Occupied Housing Units by Value</b>			
Total	1,573	13,669	42,434
<\$50,000	1.0%	0.9%	0.8%
\$50,000 - \$99,999	15.1%	8.0%	7.8%
\$100,000 - \$149,999	11.2%	12.1%	13.5%
\$150,000 - \$199,999	12.7%	11.3%	12.1%
\$200,000 - \$249,999	15.3%	10.7%	11.1%
\$250,000 - \$299,999	14.5%	11.7%	11.1%
\$300,000 - \$399,999	19.6%	18.8%	17.5%
\$400,000 - \$499,999	6.4%	11.1%	11.2%
\$500,000 - \$749,999	3.2%	11.2%	10.8%
\$750,000 - \$999,999	0.4%	2.5%	2.4%
\$1,000,000 +	0.5%	1.9%	1.7%
Average Home Value	\$249,364	\$328,173	\$321,618
<b>2018 Owner Occupied Housing Units by Value</b>			
Total	1,720	14,804	45,694
<\$50,000	1.1%	0.8%	0.7%
\$50,000 - \$99,999	11.6%	4.8%	4.8%
\$100,000 - \$149,999	6.2%	7.1%	8.7%
\$150,000 - \$199,999	12.2%	13.2%	13.5%
\$200,000 - \$249,999	19.4%	14.2%	14.5%
\$250,000 - \$299,999	19.1%	14.7%	13.9%
\$300,000 - \$399,999	19.4%	17.7%	16.6%
\$400,000 - \$499,999	6.5%	10.8%	10.9%
\$500,000 - \$749,999	3.5%	12.2%	11.8%
\$750,000 - \$999,999	0.6%	3.1%	3.1%
\$1,000,000 +	0.5%	1.5%	1.4%
Average Home Value	\$264,591	\$341,350	\$335,479

**Data Note:** Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

March 20, 2014



## Market Profile - Appraisal Version

1564GREE  
Rings: 1, 3, 5 mile radii

Prepared by Alexander Rubin  
Latitude: 33.946022  
Longitude: -84.261967

	1 mile	3 miles	5 miles
<b>2010 Population by Age</b>			
Total	12,227	69,524	221,971
0 - 4	10.0%	8.3%	8.4%
5 - 9	7.9%	7.3%	7.4%
10 - 14	6.0%	6.4%	6.2%
15 - 24	13.3%	12.3%	12.6%
25 - 34	22.3%	17.5%	18.4%
35 - 44	16.2%	15.5%	16.0%
45 - 54	11.4%	13.4%	13.3%
55 - 64	7.3%	10.2%	9.5%
65 - 74	3.7%	5.6%	4.9%
75 - 84	1.5%	2.7%	2.5%
85 +	0.4%	0.8%	0.8%
18 +	73.0%	74.4%	74.5%
<b>2013 Population by Age</b>			
Total	12,695	72,189	227,149
0 - 4	9.6%	7.9%	7.9%
5 - 9	8.2%	7.5%	7.5%
10 - 14	6.4%	6.8%	6.7%
15 - 24	13.7%	12.7%	12.8%
25 - 34	20.6%	16.4%	17.2%
35 - 44	16.3%	15.1%	15.5%
45 - 54	11.6%	13.2%	13.2%
55 - 64	7.4%	10.5%	10.0%
65 - 74	4.1%	6.2%	5.6%
75 - 84	1.7%	2.9%	2.6%
85 +	0.4%	0.9%	0.9%
18 +	72.6%	74.2%	74.4%
<b>2018 Population by Age</b>			
Total	13,715	77,640	240,997
0 - 4	9.5%	7.8%	7.8%
5 - 9	8.0%	7.5%	7.4%
10 - 14	6.8%	7.3%	7.2%
15 - 24	14.2%	12.5%	12.7%
25 - 34	19.8%	15.6%	16.0%
35 - 44	15.4%	14.4%	14.9%
45 - 54	11.5%	12.9%	13.1%
55 - 64	7.8%	10.8%	10.5%
65 - 74	4.6%	7.1%	6.6%
75 - 84	2.0%	3.2%	2.9%
85 +	0.5%	1.0%	1.0%
18 +	72.3%	73.8%	73.9%
<b>2010 Population by Sex</b>			
Males	6,108	34,920	113,395
Females	6,119	34,603	108,575
<b>2013 Population by Sex</b>			
Males	6,358	36,321	116,089
Females	6,337	35,867	111,061
<b>2018 Population by Sex</b>			
Males	6,898	39,104	123,079
Females	6,818	38,537	117,918

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

March 20, 2014



## Market Profile - Appraisal Version

1564GREE  
Rings: 1, 3, 5 mile radii

Prepared by Alexander Rubin  
Latitude: 33.946022  
Longitude: -84.261967

	1 mile	3 miles	5 miles
<b>2010 Population by Relationship and Household Type</b>			
Total	12,227	69,523	221,970
In Households	100.0%	99.9%	99.8%
In Family Households	78.4%	82.4%	81.7%
Householder	23.3%	24.6%	24.1%
Spouse	13.8%	17.6%	17.5%
Child	29.7%	29.9%	29.4%
Other relative	7.2%	6.6%	6.8%
Nonrelative	4.3%	3.7%	3.9%
In Nonfamily Households	21.6%	17.5%	18.1%
In Group Quarters	0.0%	0.1%	0.2%
Institutionalized Population	0.0%	0.0%	0.0%
Noninstitutionalized Population	0.0%	0.1%	0.1%
<b>2010 Households by Type</b>			
Total	4,938	26,470	82,802
Households with 1 Person	32.4%	27.1%	27.4%
Households with 2+ People	67.6%	72.9%	72.6%
Family Households	58.5%	65.1%	64.2%
Husband-wife Families	34.5%	46.5%	46.8%
With Related Children	18.7%	23.1%	24.1%
Other Family (No Spouse Present)	23.9%	18.5%	17.5%
Other Family with Male Householder	7.9%	5.9%	5.9%
With Related Children	4.8%	3.2%	3.2%
Other Family with Female Householder	16.0%	12.6%	11.6%
With Related Children	12.4%	8.8%	8.0%
Nonfamily Households	9.1%	7.8%	8.4%
All Households with Children	36.6%	35.8%	36.0%
Multigenerational Households	2.9%	3.3%	3.3%
Unmarried Partner Households	8.5%	6.4%	6.3%
Male-female	7.6%	5.5%	5.4%
Same-sex	0.9%	0.9%	0.9%
<b>2010 Households by Size</b>			
Total	4,939	26,470	82,800
1 Person Household	32.4%	27.1%	27.4%
2 Person Household	28.1%	30.9%	30.0%
3 Person Household	16.0%	16.0%	15.5%
4 Person Household	12.4%	14.0%	14.3%
5 Person Household	6.0%	6.5%	6.9%
6 Person Household	2.9%	2.9%	3.0%
7 + Person Household	2.3%	2.6%	2.8%
<b>2010 Households by Tenure and Mortgage Status</b>			
Total	4,939	26,471	82,802
Owner Occupied	33.4%	53.1%	53.1%
Owned with a Mortgage/Loan	26.8%	41.1%	42.3%
Owned Free and Clear	6.6%	12.0%	10.9%
Renter Occupied	66.6%	46.9%	46.9%

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2013 and 2018. Esri converted Census 2000 data into 2010 geography.

March 20, 2014

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**ZONING REGULATIONS**

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- including, but not limited to, the following:
- i) total land area;
  - ii) amount of land to be used for public or semi-public uses;
  - iii) amount of land to be used for recreational or open space purposes;
  - iv) amount of land to be occupied by streets and parking areas;
  - v) amount of any submerged land within the project boundary;
  - vi) the total ground coverage and floor area of all buildings;
  - vii) a breakdown of the number and kinds of proposed buildings, including square footage, and the number and range of lot sizes and proposed setback and yard dimensions for typical lots and/or building types.
- e. As an attachment, a report setting forth the proposed development schedule, indicating the sequence of development of the various sections thereof, and the approximate time period required for completion of each phase;
- f. As an attachment, an outline of the proposed methods for controlling and maintaining any common open space or community facilities;
- g. Such other submissions/plans as may be required to evaluate the project.

Section 1310. M-1 Light Industry District.

**Purpose**

The M-1 Light Industry District is comprised of lands that are located on or have ready access to a Major Street or State Highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit the intensity of industrial operations and processes. This district limits industrial, manufacturing and warehousing uses to those which are wholly conducted indoors, with the exception of outdoor storage which is screened and situated in a side or rear yard.

**Permitted Uses**

Only the following uses shall be permitted within the M-1 Light Industry District and no structure shall be erected, structurally altered or enlarged for any use other than as permitted herein with the exception of a) uses lawfully established prior to the effective date of this amendment, b) special uses as permitted herein, c) accessory uses as defined in Article III, Definitions, or d) other uses which are clearly similar to and consistent with the purpose of this district.

**Accessory Uses Such as Retail Business and Service Establishments.** In addition to the limitations on "accessory use" imposed under "Article III, Definitions", such permitted accessory uses specifically exclude retail business, office, and service establishments that could be construed as principal uses except as provided herein, and include only those uses that are primarily intended for and used by patrons or occupants of the principal use to which said establishment is accessory.



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Animal Hospital or Veterinary Clinic.

Appliance Repair Shop.

Automatic Teller Machine.

Automobile Rental.

Baking Plant.

Bank/Financial Services Institution.

Building Material Sales (wholesale).

Cabinet Shop.

Cafeteria (employee/accessory only).

Catering Service (no retail sales).

Clothing and Apparel Manufacturing.

Cold Storage Plant.

Contractor's Office, with accessory vehicle maintenance. (Subject to screening requirements for Outdoor Storage).

Convention Facility.

Depot/Passenger Terminal (bus, rail).

Distribution Facility.

Food Processing/Packaging/Canning Plant (other than poultry/meat processing).

Fraternal Club or Lodge.

Funeral Home.

Hospital or Medical Clinic.

Hotel or Motel provided the minimum standards are met as specified in the C-2 Zoning District, Section 1308.

HVAC Equipment Dealer/Contractor.

Ice Manufacturing/Packing Plant.

Laboratory.

Laundry/Dry Cleaning Plant.

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Lawn Treatment Service.

Machine Shop (not including on-site automotive/truck repair).

Maintenance Shop (automobile fleet vehicles).

Manufacturing or Assembly Plant, Light (electronic equipment, furniture, small appliances, consumer products, etc.).

Medical/Dental Laboratory.

Mini-Warehouse or Self-Service Storage Facility.

Movie Studio.

Museum.

Office Park.

Offices, professional/business.

Outdoor Storage, other than Junk/Salvage Yards, meeting the following requirements:

- a. It shall not be located within a required front yard.
- b. It shall be screened by a solid wood fence, masonry wall or slatted chain-link fence at least eight (8) feet high.
- c. Materials stored outdoors shall not be placed or stacked at a height exceeding that of the screening fence.

Parking Garage.

Pest Control/Extermination Business.

Pharmaceutical Manufacturing Plant.

Photo Processing Plant.

Plant Nursery (wholesale).

Plastics Extrusion Plant.

Plumbing Equipment Dealer/Contractor.

Printing/Bookbinding/Publishing Plant.

Radio/Television Station.

Recording/Rehearsal Studio.

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Recovered Materials Processing Facility, Wood Chipping and Shredding, Yard Trimmings Composting Facility, provided the following conditions are met:

- a. Recovered materials processing activities shall be limited to collection, sorting, compaction, and shipping. Composting materials shall be limited to tree stumps, branches, leaves, and grass clippings or similar putrescent vegetative materials, not including animal products, inorganic materials such as bottles, cans, plastics, metals, or similar materials.
- b. During the preceding 90 days of operation, the amount of material that is recycled, sold, used, or reused shall equal at least sixty percent (60%) by weight or volume of the material received during that 90 day period and sixty percent (60%) by weight or volume of all material previously received and not recycled, sold, used, or reused and carried forward into that 90 day period.
- c. Along the entire road frontage (except for approved access crossings), and along the side and rear property lines, provide a three-(3)-foot high landscaped earthen berm with a maximum slope of three (3) to one (1) and/or a minimum eight (8) foot high, 100 percent opaque, solid wooden fence or masonry wall. The fence/wall or berm must be located outside of any public right-of-way and interior to any landscaped strip or buffer. The finished side of a fence/wall shall face the exterior property lines.
- d. No such facility shall be located adjacent to or across the street from any property used for or zoned for residential use.
- e. Lighting for such facilities shall be placed in such a fashion as to be directed away from any nearby residential areas.
- f. Materials collected shall not be visible once deposited in a bin. All sorting and collection bins shall either be enclosed and have chutes available to the public or be located inside a fully-enclosed building.
- g. Any outside storage areas shall be screened by a minimum eight (8) foot high, solid wood fence, masonry wall or slatted chain-link fence. Materials stored outdoors shall not be placed or stacked at a height exceeding that of the screening fence.

Recreation Facility/Training Center, Indoor (gymnastics schools, baseball academies, etc.).

Research and Testing Facility.

Sexually Oriented Businesses, subject to the terms of the Peachtree Corners Sexually Oriented Business Ordinance (Ord. No. O2012-07-57).

Soft Drink Bottling/Distribution Plant.

Textile/Carpeting Factory.

Trade/Vocational School.

Upholstery Shop.

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Wholesaling and Warehousing (accessory retail sales are permitted, not to exceed 15% of gross floor area).

*Public and Semi-Public Uses*

Electrical, Telephone or other Public or Semi-public Utility Station.

*Residential Uses*

Caretaker or Watchman Quarters as an accessory use.

*Special Uses*

Within the M-1 Light Industry District, the following uses may be permitted as a Special Use, subject to the approval of the City Council after receiving recommendations from the Director of Planning and Development and Planning Commission and after a public hearing, if the conditions, including a site plan, and such other appropriate stipulated conditions that the City Council may require are met:

Aircraft Hanger/Maintenance.

Aircraft Landing Field.

Automobile body repair shops.

Automobile service/repair shops and tire stores (including lubrication and tune-up centers)

Billboards or Oversized Signs, as provided in the Sign Ordinance of City of Peachtree Corners.

Facilities for the conduct of religious services and ceremonies.

Crematories, as an accessory to a funeral home.

Day Care Facility.

Group Homes.

Health Club or Fitness Center.

Nursing Home, Personal Care Home or Assisted Living Facility.

Private School.

Residential or Community Shelter, subject to the provisions of Rules for Shelters in City of Peachtree Corners.

Restaurant, provided the following minimum standards are met:

a. The proposed site shall be located within a recorded concept plan or subdivision plat for a business or office park which:

(1) Has an overall area of not less than 50 acres.

(2) Has existing principal use structures already developed within the office/business

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park.

(3) Has controls in place through protective covenants which will ensure building appearance and landscaping compatible with the remainder of the business or office park and which will ensure compliance with the requirements of this section.

b. No more than 10 percent of the acreage within the recorded concept plan or subdivision plat for the business or office park may be occupied by uses requiring a Special Use Permit.

c. The proposed restaurant:

(1) Shall have a minimum of 2,000 square feet of seating area excluding kitchen facilities.

(2) Shall have sit-down waiter or waitress service.

(3) Shall not have drive-thru or pick-up windows.

(4) Shall not be adjacent to or across a public street from residentially zoned property.

d. Restaurant appearance shall blend with campus-type office/warehouse development. Application must include landscape plan, building elevations, and signage plans.

Self-Service Ice Manufacturing/Vending Machines (metal buildings shall be prohibited).

Stadium/Concert Hall/Amphitheater.

Taxi/Limousine Service.

Truck Rental or Leasing

Truck Fleet Maintenance Shop, principal use.

Wholesale Membership Club.

Section 1311. M-2 Heavy Industry District.

Purpose

The M-2 Heavy Industry District provides a location for industrial operations and processes conducted both indoors and outdoors, and which due to their intensity of use, should be located on or have ready access to a major thoroughfare or State Highway.

Permitted Uses

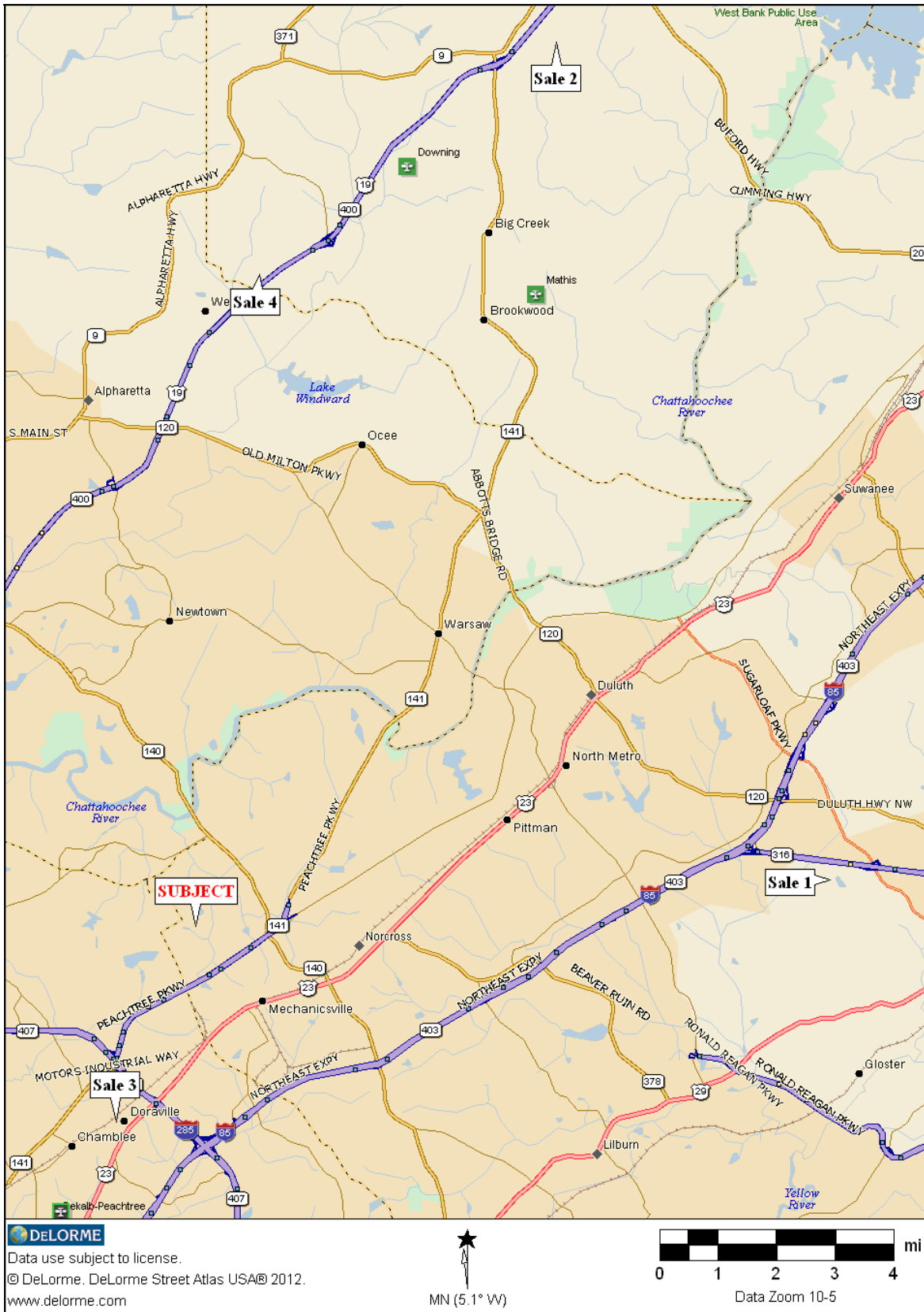
Only the following uses shall be permitted within the M-2 Heavy Industry District and no structure shall be erected, structurally altered or enlarged for any use other than a use permitted herein with the exception of a) uses lawfully established prior to the effective date of this amendment, b) special uses as permitted herein, c) accessory uses as defined in Article III, Definitions, or d) other uses which are clearly similar to and consistent with the purpose of this district.

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**COMPARABLE LAND SALES LOCATION MAP**

## COMPARABLE LAND SALES DETAILS & PHOTOGRAPHS



**DELORME**

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**COMPARABLE SALE NO. 1**

**LOCATION:** 2155 Oakland Industrial Court,  
Lots 6 and 7 of Hopkins/Oakland Industrial Park  
Land Lot 42, District 7th  
Gwinnett County, Georgia

**TAX PARCEL ID:** R7042-015 & R7042-046

**GRANTOR:** Atlanta-East, Inc.

**GRANTEE:** Jose F. Navarro

**DATE OF TRANSACTION:** May 22, 2013

**CONSIDERATION:** \$150,000

**RECORDED:** Book: 52246 Page: 249

**LAND AREA:** 2.02± acres

**PRICE PER UNIT:** \$74,257 per acre

**FINANCING:** Seller Financing for 35 months, interest only

**CONDITION OF SALE:** Arm's length

**ZONING AT TIME OF SALE:** Industrial

**HIGHEST & BEST USE AT SALE:** Industrial

**PRESENT USE:** Currently vacant land

**VERIFICATION & SOURCE:** Public Records, Deed, PT-61, Inspection, CoStar,  
and Broker (Van Sewell – 770-630-9107)

**VIEWED DATE(S):** March 19, 2014

**IMPROVEMENT DESCRIPTION:** Currently vacant

**DESCRIPTION OF THE PROPERTY:**

Shape:	Irregular	Topography:	Generally level, at road grade
Frontage:	Oakland Industrial Court	Drainage:	Appears adequate
Access:	Oakland Industrial Court	Utilities:	All available
Visibility:	Good	Easements:	Standard

**REMARKS:** The site has been rough graded at time of sale.



**COMPARABLE SALE NO. 1 (cont.)**



Photograph: Taken March 19, 2013



Aerial view of Tax Plat Map

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**COMPARABLE SALE NO. 2**

**LOCATION:** 2440 Pendley Road  
Land Lot 420, District 2<sup>nd</sup>, Section 1  
Forsyth County, Georgia

**TAX PARCEL ID:** 131-042

**GRANTOR:** MRW Enterprises, LLC

**GRANTEE:** Pendley Road, LLC

**DATE OF TRANSACTION:** December 5, 2013

**CONSIDERATION:** \$297,850

**RECORDED:** Book: 6910 Page: 775

**LAND AREA:** 2.586± acres

**PRICE PER UNIT:** \$115,178 per acre

**FINANCING:** Cash to seller

**CONDITION OF SALE:** Arm's length

**ZONING AT TIME OF SALE:** Industrial

**HIGHEST & BEST USE AT SALE:** Industrial

**PRESENT USE:** Vacant land (non-contributory SFR)

**VERIFICATION & SOURCE:** Public Records, Deed, PT-61, Inspection, CoStar,  
and Broker (Henry Aldridge – 404-373-3157)

**VIEWED DATE(S):** March 19, 2014

**IMPROVEMENT DESCRIPTION:** Vacant land

**DESCRIPTION OF THE PROPERTY:**

Shape:	Rectangular	Topography:	Generally level, at road grade
Frontage:	Pendley Road	Drainage:	Appears adequate
Access:	Pendley Road	Utilities:	All available
Visibility:	Good	Easements:	Standard

**REMARKS:** Property is currently vacant.

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**COMPARABLE SALE NO. 2 (cont.)**



Photograph: Taken March 19, 2014



Aerial View of Tax Plat Map

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**COMPARABLE SALE NO. 3**

**LOCATION:** 5810 New Peachtree Road  
Land Lot 130, District 18th  
Doraville, DeKalb County, Georgia

**TAX PARCEL ID:** 1831005007

**GRANTOR:** 4M Acquisition Company, LLC

**GRANTEE:** DOABA Properties 5810, LLC

**DATE OF TRANSACTION:** February 6, 2014

**CONSIDERATION:** \$200,000

**RECORDED:** Book: 24247 Page: 38

**LAND AREA:** 2.22± acres

**PRICE PER UNIT:** \$90,090 per acre

**FINANCING:** Cash to seller

**CONDITION OF SALE:** Arm's length

**ZONING AT TIME OF SALE:** Industrial

**HIGHEST & BEST USE AT SALE:** Industrial

**PRESENT USE:** Vacant Land

**VERIFICATION & SOURCE:** Public Records, Deed, PT-61, Inspection, CoStar,  
and Broker (Jason Holland – 770-532-9911)

**VIEWED DATE(S):** March 19, 2014

**IMPROVEMENT DESCRIPTION:** Vacant Land

**DESCRIPTION OF THE PROPERTY:**

Shape:	Rectangular	Topography:	Level
Frontage:	New Peachtree Road	Drainage:	Appears adequate
Access:	New Peachtree Road	Utilities:	All available
Visibility:	Good	Easements:	Standard

**REMARKS:** Currently vacant land.

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**COMPARABLE SALE NO. 3 (cont.)**



Photograph: Taken March 19, 2014



Aerial View of Tax Plat Map

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**COMPARABLE SALE NO. 4**

**LOCATION:** 405 Tidwell Drive  
Land Lot 969, District 2<sup>nd</sup>, Section 1  
Forsyth County, Georgia

**TAX PARCEL ID:** 021-136

**GRANTOR:** MK Development, LLC

**GRANTEE:** Meer Properties, LLC

**DATE OF TRANSACTION:** June 18, 2013

**CONSIDERATION:** \$400,000

**RECORDED:** Book: 6730 Page: 431

**LAND AREA:** 3.00± acre

**PRICE PER UNIT:** \$133,333 per acre

**FINANCING:** Cash to seller

**CONDITION OF SALE:** Arm's length

**ZONING AT TIME OF SALE:** Industrial

**HIGHEST & BEST USE AT SALE:** Industrial

**PRESENT USE:** Light Industrial

**VERIFICATION & SOURCE:** Public Records, Deed, PT-61, Inspection, CoStar,  
and Broker (Bob Miller – 770-475-6544 ext.101)

**VIEWED DATE(S):** March 19, 2014

**IMPROVEMENT DESCRIPTION:** Vacant Land

**DESCRIPTION OF THE PROPERTY:**

Shape:	Slightly irregular	Topography:	Gently rolling, at road grade
Frontage:	Tidwell Drive	Drainage:	Appears adequate
Access:	Tidwell Drive	Utilities:	All available
Visibility:	Good	Easements:	Standard

**REMARKS:** Currently improved with an owner occupied light industrial building.

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**COMPARABLE SALE NO. 4 (cont.)**



Photograph: Taken March 19, 2014



Aerial View of Tax Plat Map

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## **CERTIFICATE OF APPRAISER**

As the undersigned appraiser, we hereby certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, and attainment of a stipulated result, or the occurrence of a subsequent event.
5. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
6. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
7. We certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. We have made a personal inspection of the property that is the subject of this report.
9. As of the date of this report, I, Alex B. Rubin, have completed the requirements under the continuing education program of the Appraisal Institute.
10. No one provided significant professional assistance to the persons signing this report including data gathering, analysis and arriving at a value conclusion.
11. The appraisers have not provided any services regarding the subject property during the past three years.



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Alex B. Rubin, MAI  
Georgia Certified Real Estate Appraiser  
(000678))



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## **ASSUMPTIONS AND LIMITING CONDITIONS**

The appraisal is made subject to the following conditions and assumptions:

1. Any legal descriptions or plats reported herein are assumed to be accurate. Any sketches, plats or drawings included in this report are included to assist the reader in visualizing the property. All engineering is assumed to be correct. I have made no survey of the property and assume no responsibility in connection with such matters.
2. No responsibility is assumed for matters legal in nature. Title is assumed to be good and marketable and in fee simple unless discussed otherwise in the report. The property is appraised as free and clear of existing liens, assessments and encumbrances, except as noted in the attached report.
3. Unless noted otherwise, the appraiser assumes that the roofs, structural components, and mechanical and plumbing systems, are in a condition typical for a building of this age. A qualified building inspector and/or engineer should be consulted for specific details as to the condition of these elements. The appraiser assumes no liability for structural features not visible on ordinary careful inspection
4. Unless otherwise noted, it is assumed that there are no encroachments, zoning or restriction violations affecting the subject property.
5. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
6. The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
7. The property is assumed to be under competent and aggressive management.
8. Information, estimates and opinions used in this appraisal are obtained from sources considered reliable; however, no liability for them can be assumed by the appraiser.

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9. The value estimates reported herein apply to the entire property and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interest is set forth in the report.
  10. I am not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously.
  11. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the prior written consent of the author. This pertains particularly to valuation conclusions, identity of the appraiser or firm with which he is associated, any reference to the Appraisal Institute or to the MAI Designation.
  12. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired
  13. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible non-compliance with the requirements of ADA was not considered in estimating the value of the property.
  14. The projections of income and expenses are not predictions of the future. Rather, they are the best estimates of current market thinking about what future income and expenses will be. We make no warranty of representation that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the appraiser's task to estimate the conditions of a future real estate market; the appraiser can only reflect what the investment community envisions for the future in terms of rental rates, expenses and supply and demand.
  15. The value estimate assumes no impact on value because of *Section 404 wetlands*" as defined by the U.S. Army Corps of Engineers. We have found no evidence of

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wetlands, but are not experts in this field and urge the client to seek the advice of an expert to determine any potential impact of wetlands on the property.

16. This report may not be used for any purposes other than as stated in the report, by any other than the client(s) without previous consent of the appraiser and his client(s), and then only with proper qualification.
17. It is assumed that all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
18. Any proposed or incomplete improvements included in this report are assumed to be satisfactorily completed in a workmanlike manner within a reasonable length of time according to plans and specifications submitted.
19. Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present that would impair development of the land to its maximum permitted use, or would render it more or less valuable.
20. Although the appraiser has made, insofar as is practical, every effort to verify as factual and true all data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the appraiser either by the client or others. If for any reason future investigations should prove any data to be in substantial variance with that presented in this report, the appraiser reserves the right to alter or change any or all conclusions and/or estimates of value.
21. This report is null and void if used in any connection with a real estate syndicate or syndication, defined as a general or limited partnership, joint venture, unincorporated association, or similar organization formed for or engaged in investment or gain from an interest in real property, including but not limited to a sale, exchange, trade, development, or lease of property on behalf of others, or which is required to be registered with the U.S. Securities and Exchange Commission or any federal or state agency which regulates investments made as a public offering.
22. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classifications and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board.
23. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS.

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## **QUALIFICATIONS OF ALEX B. RUBIN, MAI**

### **EDUCATION**

Georgia State University  
B.B.A. Real Estate and Urban Affairs  
Graduated March 1987

Appraisal Institute Courses:

1A-1	Real Estate Principals
1A-2	Basic Valuation Procedures
1B-A	Capitalization Theory & Techniques-A
1B-B	Capitalization Theory & Techniques-B
2-1	Case Studies in Real Estate Valuation
2-2	Report Writing & Valuation Analysis
2-3	Standards of Professional Practice

Numerous Appraisal Institute Seminars including Litigation Valuation (6/93), Analyzing Operating Expenses (10/93), Appraiser as Expert Witness (10/93), Appraisal Theory (6/94),

### **PROFESSIONAL AFFILIATIONS**

Appraisal Institute (MAI #9763)  
Admissions Committee, Georgia Chapter #21  
Appraisal Institute Regional Representative (1997)  
Appraisal Institute Director (1998-2000)  
Appraisal Institute Treasurer (2000)  
Appraisal Institute Secretary (2001)  
Appraisal Institute Vice President (2002)  
Appraisal Institute President (2003)  
Appraisal Institute Approved Instructor  
Appraisal Institute Co-Chair of Education (2009)  
Georgia Certified Real Estate Appraiser (#000678)  
Past President, Georgia Appraisers Coalition

### **EXPERIENCE**

Principal of Alex Rubin & Company since July 1993.  
Associate Appraiser with Upton Associates from April 1987 to July 1993.  
Qualified as an expert witness.  
Appraisals have been made on many types of real estate including apartments, shopping centers, offices, hotels, industrial buildings, residential and office condominiums, residential subdivisions, vacant land and special use properties

### **CERTIFICATION**

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAIs and SRAs who meet the minimum standards of this program are awarded periodic educational certification. I, Alex B. Rubin, have completed the requirements under the continuing education program of the Appraisal Institute.

**GWINNETT COUNTY**  
**DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION**  
**GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

**I. PREPARATION OF BIDS**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

**II. DELIVERY**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. EXPLANATION TO BIDDERS**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

**IV. SUBMISSION OF BIDS**

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.

- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

#### **V. WITHDRAWAL OF BID DUE TO ERRORS**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

#### **VI. TESTING AND INSPECTION**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

#### **VII. F.O.B. POINT**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. PATENT INDEMNITY**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

**X. DISCOUNTS**

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

**XI. AWARD**

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

**XII. DELIVERY FAILURES**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

**XIII. COUNTY FURNISHED PROPERTY**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

**XIV. REJECTION AND WITHDRAWAL OF BIDS**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

**XV. CONTRACT**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in

detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

**XVI. NON-COLLUSION**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

**XVIII. TERMINATION FOR CAUSE**

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

**XIX. TERMINATION FOR CONVENIENCE**

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**XX. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

**XXI. SUBSTITUTIONS**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

**XXII. INELIGIBLE BIDDERS**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XXIII. OCCUPATION TAX CERTIFICATE**

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

**XXIV. PURCHASING POLICY AND REVIEW COMMITTEE**

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for



standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

#### **XXV. AMERICANS WITH DISABILITIES ACT**

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

#### **XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

#### **XXVII. TAX LIABILITY**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

#### **XVIII. STATE LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act. State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the County must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the County.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act of 2011 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This

requirement shall apply to all contracts for the public works as defined by O.C.G.A. 36-91-2(10) where any persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

**XXIX. SOLID WASTE ORDINANCE**

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

**XXX. GENERAL CONTRACTORS LICENSE**

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

**XXXI. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

**XXXII. CODE OF ETHICS:**

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at [www.gwinnettcounty.com](http://www.gwinnettcounty.com).

**XXXIII. PENDING LITIGATION:**

A bid submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

#### **XXXIV. ELECTRONIC PAYMENT**

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

1. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: [vendorelectronicpayment@gwinnettcountry.com](mailto:vendorelectronicpayment@gwinnettcountry.com) and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
2. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the [Direct Deposit tab or mail a Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

#### **DIRECTIONS TO GJAC BUILDING FROM I-85**

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.